

41-0145

1976 - 1977

A G R E E M E N T

BETWEEN

HAMMONTON BOARD OF EDUCATION

AND

HAMMONTON EDUCATION ASSOCIATION

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Hammononton Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for certificated personnel under contract and on leave, employed by the Board of Education, including:

- |                                       |   |
|---------------------------------------|---|
| 1. Teachers.                          | 2. Librarians                           |
| 3. Nurses                             | 4. Child Study Team & Speech Therapists |
| 5. Guidance                           | 6. C. I. E.                             |
| 7. Extra - Curricular Personnel, etc. |   |

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association.

B. Representatives of the Board and the Association negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

C. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. The following steps are to be followed in the Grievance Procedure. An aggrieved person or group shall file within twenty (20) school days from date of alleged grievance his grievance.

to make a determination, the individual or group may then take his grievance in writing to the Superintendent of Schools.

If after ten (10) school days the aggrieved individual or group is still not satisfied, or if the Superintendent fails to make a determination, the grievance may be turned over to a committee from the Board of Education and a committee from the Hammonton Education Association, who will then have ten (10) school days to satisfy or make a determination on the grievance.

If they fail to do so, the aggrieved person or group may then submit his grievance to the Board of Education for determination.

A grievance which remains unresolved after a decision has been rendered by the Board of Education may be appealed to arbitration within fifteen (15) days following written receipt of the Board's decision. The arbitration shall be conducted under the rules of the American Arbitration Association for Voluntary Labor Arbitration. The decision of the arbitrator shall be advisory only. The costs of the arbitrator shall be divided equally between the parties. To expedite the rendering of a prompt decision, there shall be no transcript or post-hearing briefs except if requested by the arbitrator.

B. Definition - a grievance is a claim by a teacher or group of teachers based upon the interpretation, application, or violation of this agreement.

#### ARTICLE IV

##### SCHOOL CALENDAR

A. The Hammonton Education Association may act as a consulting body in the preparation of the School Calendar and are not to be involved as a decision making body.

B. The Superintendent shall prepare the School Calendar by May 1st and submit said calendar to the Hammonton Education Association for suggestions. The Hammonton Education Association shall return the calendar with their suggestions by the 15th of May.

#### ARTICLE V

##### TEACHING HOURS AND LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall only be required to indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

B. No teachers shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes

after the close of the pupils' school day, unless otherwise designated by the administration for duties including but not limited to faculty meetings, duty rosters, student help, etc. In the event of split, half, staggered, or extended sessions, the school day shall be interpreted to mean the scheduled school day as determined by the administration for teacher assignments. In no case will the teachers' school day exceed the 1971-72 school year workday.

C. When teachers are required to attend pre- or post-school meetings, such meetings shall begin no later than (15) fifteen minutes after the students' dismissal time, administrators shall make every effort to limit said meetings to 60 minutes, except during evaluation periods.

D. When qualified substitute teachers are not available, faculty members will be required to cover classes of teachers who are absent.

Teachers who cover these classes should:

1. Be utilized from study halls first of all.
2. Secondly, be taken from their P.P.S.A. periods.

E. Department and Grade Level Chairmen.

1. Compensation: See Schedule B.

F. Extracurricular Activities.

1. Compensation: See Schedule C.

## ARTICLE VI

### NON-TEACHING DUTIES

A. A central register is to replace the individual classroom register as the official attendance record of the school. The Board of Education is to provide a secretary for recording in the central register and to provide possible clerical help for the teachers. This will be under the direction of the building principal.

B. Lunchroom and Playground Aides shall be employed in the new Elementary School for Grades K-5.

## ARTICLE VII

### SALARY GUIDE

- A. The Board shall assume full cost for the Blue Cross, Blue Shield Family Plan, Major Medical, Rider J.

## ARTICLE VIII

### NOTIFICATION TO TEACHERS

- A. Each school year non-tenure teachers will have had their administrative conference by April first wherein they will be notified of the recommendation of the Administration regarding their re-employment or the termination of their employment as of the end of that school year. Official action on this recommendation of the Administration will take place at the first regular meeting of the Board of Education in the month of April for the respective school year.
- B. Each non-tenure teacher receiving contracts must reply in writing to the Board of Education his acceptance or non-acceptance of his contract within a two week period from the date of mailing. If his reply is not received by this time, the administration may consider the position to be open.
- C. Tenure teachers shall assume re-employment under existing policies and contracts unless otherwise notified.
- D. Upon request teachers shall be notified of their tentative assignment no later than the close of the present school year.
- E. Openings for all positions in the school shall be published and displayed so as to provide all teachers with a reasonable opportunity to participate if they so desire.
- F. HOME SCHOOL TEACHING SALARY GUIDE: See Schedule D.

## ARTICLE IX

### INSTRUCTIONAL COUNCIL

- A. Instructional Council - The purpose of the Council shall be to strengthen the educational program through recommendations, research and evaluation to best meet the needs of the students, the schools, and the community. All such recommendations shall be made through the Superintendent to the Board of Education.

(2) The Council size and membership shall be determined and appointed by the Association.

(3) The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

(4) The Council may consult with teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

(5) The Council shall establish its own rules of procedure and shall provide for a chairman who shall be responsible for the arrangements and conduct of meetings. No meeting shall be held during the school day without approval of the building principal and/or the Superintendent of Schools.

B. (1) The Board shall consider and study all written recommendations submitted from the Council through the Superintendent.

C. (1) The Council shall incur no expenses unless approved by the Board of Education.

## ARTICLE X

### PHYSICAL EXAMINATIONS

A. A doctor's certification shall be required and provided by a teacher absent for more than three consecutive school days due to illness. This certification shall be at the teacher's expense, provided, however, that the teacher shall have the option of submitting himself to examination by the School Doctor.

B. The Board of Education shall require, at initial employment, a physical examination by the school physician or any other physician designated by the Board of Education.

C. Annual pre-school term physical examinations may be at the Board's request. The cost of this physical to be borne by the Board of Education. Any other physical exam requested by the Board of Education will be the Board's expense.

## ARTICLE XI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education will reimburse any full certificated teacher or administrator 75% of the yearly cost of tuition of professional courses taken by him. Seventy-five percent of the yearly cost is not to exceed three hundred and fifty dollars (\$350.00) per school fiscal year. (July 1 -- June 30)

Each person must obtain approval by the Superintendent of Schools before enrolling in said course.

Official confirmation in writing of successful completion of course must be presented to the Superintendent for his approval within 60 days after completion of course, and then forwarded to the Secretary of the Board of Education for payment of 75% of the presented bill. No one is to receive any payment for any course with a grade below a C.

The staff member must be in the employment of the Board of Education at least one school year (September - June) before this policy applies.

Reimbursement of summer courses will apply only if the teacher has signed a contract for the following year and returns in September to assume his duties.

## ARTICLE XII

### TEACHER EVALUATION

A. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator. Teachers shall have an opportunity to review and sign such reports before being placed in the teacher's file.

B. The teacher, upon presentation of advance written request, may inspect his personnel file as filed in the Superintendent's office. Confidential references, outside evaluations, etc., shall be removed prior to inspection. Upon inspection, the teacher shall have the right to add his written comments to any material filed, and these written comments shall be made part of the teacher's personnel file.

## ARTICLE XIII

### SICK LEAVE

A. Teachers are to be given a written accounting of accumulated sick days no later than November 1 of each school year.

B. Teachers will have ten sick days per year, cumulative. Effective with the 1975-76 school year, teachers with ten years of service in the Hammonton District will have twelve days per year, cumulative.

## ARTICLE XIV

### PERSONAL DAYS

A. Leaves of absence

1. All employees shall be granted a leave of absence for

2. Such leave shall be without loss of pay and shall be non-cumulative.
3. Personal business for the purpose of this policy is hereby defined as follows:
  - (a) Illness in the immediate family when the presence of the employee is required.
  - (b) Death of a relative or close friend.
  - (c) Court summons or other legal process involving no moral turpitude on the part of the employee.
  - (d) Religious holiday.
  - (e) Personal Confidential (confide in one administrator of your choice).
  - (f) Or for any other valid reasons at discretion of Superintendent.
4. Each employee shall be required to obtain prior approval for the personal leave from his principal or supervisor, except in case of emergency. In the event of an emergency, such personal leave shall be confirmed by the principal or superior.

B. Death leave.

1. A maximum of five days shall be allowed with no loss of pay whenever employee is absent due to death of member of his immediate family. Immediate family is defined to include husband, wife, brother, sister, son, daughter, parents, or spouse's parents.
2. Five days shall mean five consecutive days, including Saturday and Sunday.
3. The same five day leave shall apply to related persons residing in the same residence of the employee such as: in-laws, grandparents, etc.

ARTICLE XV

RIGHT TO WITHHOLD INCREMENT

A. The Hammonton Board of Education reserves the right to withhold an increment and/or adjustment from any teacher due to inefficiency or other just cause according to the following:

B. WITHHOLDING INCREMENTS: CAUSES: NOTICE OF APPEALS

Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the



board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment.

C. NOTICE GIVEN TO EMPLOYEE OF INEFFICIENCY

The board shall not forward any charge of inefficiency to the commissioner, unless at least 90 days prior thereto and within the current or preceding school year, the board or the Superintendent of Schools of the district has given to the employee, against whom such charge is made, written notice of the alleged inefficiency, specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.

D. No tenure teacher will be denied an increment and/or adjustment unless he or she has been observed at least three times during any school year. The three observations are to be concluded with at least a two week interval between each, and are to be done by more than one administrator.

ARTICLE XVI

MISCELLANEOUS

A. For any mileage driven on school business or within the course of a normal teaching assignment, the teacher shall be compensated at the rate of twelve (12) cents per mile.

B. The Hammonton Education Association President or his designee shall be granted one free period per week to conduct Association business.

ARTICLE XVII

DURATION

A. Duration Period. This agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1977.

This agreement shall not be extended orally, and it is expressly understood that it will expire on the date indicated, unless it is extended in writing.

May 20, 1976

187

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HAMMONTON EDUCATION ASSOCIATION

Paul E. Linger  
President

William P. Schaefer  
Secretary

Witnesses:

Suzanne Stalano

HAMMONTON BOARD OF EDUCATION

Donald P. Linger  
President

Thomas  
Secretary

Rebecca Raturi

May 25, 1976  
Date

#### ADDENDUM

If additional State Aid ( for current expense section ) is received by the Hammonton School District for the 1976-77 school year, salary negotiations will be reopened after the following areas are satisfied:

1. Thorough and Efficient ( Chapter 212 )
2. Personnel and Budget Priorities

## SCHEDULE " A "

HAMMONTON BOARD OF EDUCATION  
SALARY SCALE  
1976-1977

|      | <u>BS</u> | <u>BS+30</u> | <u>MA</u> | <u>MA+30</u> |
|------|-----------|--------------|-----------|--------------|
| 1.   | 8,950     | 9,250        | 9,550     | 9,850        |
| 2.   | 9,275     | 9,575        | 9,875     | 10,175       |
| 3.   | 9,600     | 9,900        | 10,200    | 10,500       |
| 4.   | 9,950     | 10,250       | 10,550    | 10,850       |
| 5.   | 10,350    | 10,650       | 10,950    | 11,250       |
| 6.   | 10,750    | 11,050       | 11,350    | 11,650       |
| 7.   | 11,225    | 11,525       | 11,825    | 12,125       |
| 8.   | 11,700    | 12,000       | 12,300    | 12,600       |
| 9.   | 12,250    | 12,550       | 12,850    | 13,150       |
| 10.  | 12,875    | 13,175       | 13,475    | 13,775       |
| 11.  | 13,500    | 13,800       | 14,100    | 14,400       |
| 12.  | 14,150    | 14,450       | 14,750    | 15,050       |
| 13.  | 14,800    | 15,100       | 15,400    | 15,700       |
| 14.  | 15,500    | 15,800       | 16,100    | 16,400       |
| 15.] | 16,200    | 16,500       | 16,800    | 17,100       |
| 16.  | 17,000    | 17,300       | 17,600    | 17,900       |
| 17.  |           |              | 18,400    | 18,700       |
| 21.  | 17,100    | 17,400       |           |              |
| 22.  |           |              | 18,500    | 18,800       |
| 26.  | 17,200    | 17,500       |           |              |
| 27.  |           |              | 18,600    | 18,900       |
| 31.  | 17,300    | 17,600       |           |              |
| 32.  |           |              | 18,700    | 19,000       |
| 36.  | 17,400    | 17,700       |           |              |
| 37.  |           |              | 18,800    | 19,100       |

# SCHEDULE "B"

## COMPENSATION DEPARTMENT & GRADE LEVEL CHAIRMEN

Each Department Chairman and Grade Level Chairman will receive a base stipend of \$300.00 with an additional stipend of \$25.00 for each department or grade level member working with the Chairman.

Example: The English Department Chairman works with six staff members; his total stipend will be:

|                             |          |
|-----------------------------|----------|
| Base                        | \$300.00 |
| Staff members 6 X \$25.00 = | 150.00   |
| Total Compensation          | \$450.00 |

Note: The additional stipend may change school year to school year due to increase or decrease of staff members assigned to the various departments, areas, or grade levels.

| <u>Department or Grade Level</u>       | <u># Staff members</u> | <u>Amount</u> |
|--|------------------------|---------------|
| English                                | 6                      | \$450.00      |
| Foreign Language                       | 2                      | 350.00        |
| Social Studies, Librarian              | 4                      | 400.00        |
| Physical Education, Health, Driver Ed. | 6                      | 450.00        |
| Business Education                     | 4                      | 400.00        |
| Fine Arts (Music, Art, Home Economics) | 5                      | 425.00        |
| Vocational/Special Education           | 5                      | 425.00        |
| Mathematics                            | 3                      | 375.00        |
| Science                                | 3                      | 375.00        |
| Kdg.                                   | 3                      | 375.00        |
| First                                  | 7                      | 475.00        |
| Second                                 | 7                      | 475.00        |
| Third                                  | 7                      | 475.00        |
| Fourth                                 | 7                      | 475.00        |
| Fifth                                  | 6                      | 450.00        |
| Sixth                                  | 6                      | 450.00        |
| Seventh & Eighth                       | 9 (minimum)            | 525.00        |
| Special Areas (Elementary School)      | 8                      | 500.00        |
| Reading Department                     | 6                      | 450.00        |

SCHEDULE "C"

CLASS ADVISORS

|                   | <u>1974-75</u> | <u>1975-76</u> |
|-------------------|----------------|----------------|
| 1. Twelfth Grade  | \$400.00       | \$400.00       |
| 2. Eleventh Grade | 350.00         | 350.00         |
| 3. Tenth Grade    | 125.00         | 125.00         |
| 4. Ninth Grade    | 125.00         | 125.00         |
| 5. Eighth Grade   | 250.00         | 250.00         |

CLUBS

|                                       |        |        |
|---------------------------------------|--------|--------|
| 1. Future Business Leaders of America | 75.00  | 75.00  |
| 2. Year Book, Blue & White            | 400.00 | 500.00 |
| 3. National Honor Society             | 100.00 | 100.00 |
| 4. Student Council                    | 150.00 | 150.00 |
| 5. Photo Club                         | 200.00 | 200.00 |
| 6. F.H.A.                             | 100.00 | 100.00 |

MISCELLANEOUS

|                                  |        |        |
|----------------------------------|--------|--------|
| 1. Musical Director - Stage Play | 200.00 | 200.00 |
|----------------------------------|--------|--------|

MUSIC DEPARTMENT

|                             |        |        |
|-----------------------------|--------|--------|
| 1. Band Director            | 900.00 | 900.00 |
| 2. Drill Instructor         | 900.00 | 900.00 |
| 3. Chorus                   | 450.00 | 450.00 |
| 4. Pom Pom                  | 250.00 | 250.00 |
| 5. Cheerleaders             | 250.00 | 250.00 |
| 6. Cheerleaders (8th Grade) | 100.00 | 100.00 |

DRAMATICS

|                         |        |        |
|-------------------------|--------|--------|
| 1. Director w/Assistant | 400.00 | 400.00 |
| 2. Assistant Director   | 200.00 | 200.00 |
| 3. Director (alone)     | 500.00 | 500.00 |

GYMNASTICS

|             |        |  |
|-------------|--------|--|
| 1. Director | 500.00 |  |
|-------------|--------|--|

SCHEDULE "C"  
Continued

COACHES SALARY GUIDE

|  | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
|--|---------------|---------------|---------------|---------------|
| Athletic Director                                  | 1500.00       | 1600.00       | 1750.00       | 1900.00       |
| <b>FOOTBALL</b>                                    |               |               |               |               |
| Head Coach   | 1200.00       | 1300.00       | 1450.00       | 1600.00       |
| 1st Ass't.   | 750.00        | 850.00        | 1000.00       | 1050.00       |
| Ass't.   | 650.00        | 750.00        | 900.00        | 950.00        |
| Ass't.   | 650.00        | 750.00        | 900.00        | 950.00        |
| <b>BASKETBALL</b>                                  |               |               |               |               |
| Head Coach   | 850.00        | 950.00        | 1100.00       | 1250.00       |
| J.V.   | 450.00        | 500.00        | 650.00        | 700.00        |
| Freshman   | 400.00        | 450.00        | 550.00        | 600.00        |
| 7th and 8th Grade                                  | 350.00        | 400.00        | 475.00        | 525.00        |
| <b>TRACK</b>                                       |               |               |               |               |
| Ass't.   | 750.00        | 850.00        | 1000.00       | 1150.00       |
| Ass't.   | 400.00        | 450.00        | 550.00        | 600.00        |
| <b>BASEBALL</b>                                    |               |               |               |               |
| J.V.   | 750.00        | 850.00        | 1000.00       | 1150.00       |
| J.V.   | 400.00        | 450.00        | 550.00        | 600.00        |
| <b>GOLF</b>  |               |               |               |               |
|  | 350.00        | 450.00        | 600.00        | 675.00        |
| <b>FL. HOCKEY/SOFTBALL</b>                         |               |               |               |               |
| Ass't.   | 350.00        | 450.00        | 600.00        | 675.00        |
| Ass't.   | 200.00        | 250.00        | 325.00        | 375.00        |
| <b>WRESTLING</b>                                   |               |               |               |               |
| Head Coach   | 850.00        | 950.00        | 1100.00       | 1250.00       |
| Ass't.   | 450.00        | 500.00        | 650.00        | 700.00        |
| <b>CROSS-COUNTRY</b>                               |               |               |               |               |
|  | 350.00        | 450.00        | 600.00        | 675.00        |
| <b>WOMEN'S BASKETBALL</b>                          |               |               |               |               |
| Ass't.   | 400.00        | 500.00        | 650.00        | 725.00        |
| Ass't.   | 200.00        | 250.00        | 350.00        | 400.00        |
| <b>TENNIS</b>                                      |               |               |               |               |
|  | 350.00        | 450.00        | 600.00        | 675.00        |
| <b>PROPOSED SATURDAY MORNING BASKETBALL LEAGUE</b> |               |               |               |               |
| Organizers, Publicity                              | Official #1,  | \$200.00      |               |               |
|  | Official #2,  | 150.00        |               |               |
|  | Official #3,  | 150.00        |               |               |

SCHEDULE "D"

SCHOOL TEACHING SALARY GUIDE:

| <u>YEAR</u> | <u>BS/BA LEVEL</u> | <u>MS/MA LEVEL</u> |
|-------------|--------------------|--------------------|
| 1-4         | \$6.00 per hour    | \$7.00 per hour    |
| 5-9         | 7.00 per hour      | 8.00 per hour      |
| 10-14       | 8.00 per hour      | 9.00 per hour      |
| 15-*        | 9.00 per hour      | 10.00 per hour     |